

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (“Agreement”) is entered into by and between Plaintiff California Sportfishing Protection Alliance (“CSPA”), on the one hand, and Defendants Chico Scrap Metal, Inc. (“CSM”), a California corporation, George Scott, Sr. (Mr. Scott”), and the George Scott, Sr. Revocable Inter Vivos Trust (the “Trust”) (collectively “CSM Parties”), on the other hand. When referring to all parties to the Agreement, the reference shall be the “Parties.”

RECITALS

This Agreement is made with reference to and in consideration of the following facts:

- A. CSPA is a non-profit public benefit corporation dedicated to the preservation, protection, and defense of the environment, wildlife, and natural resources of California’s waters.
- B. CSM owns and operates an approximately five-acre scrap metal recycling facility located at 1855 Kusel Road, Oroville, California (“the Facility”). Attached hereto as **Exhibit A** is a Facility Map. The Trust owns the real property on which the Facility operates. Mr. Scott is the President and founder of CSM.
- C. CSPA contends that the Facility collects and discharges storm water associated with industrial activity into a ditch adjacent to the Facility, which flows south along Kusel Road to the Setzer Facility, then west under the Union Pacific Railroad tracks into an unnamed seasonal creek, which flows into and past a stock pond to the Wyman Ravine, which flows to the North Fork of Honcut Creek, then to Honcut Creek and ultimately into the Feather River.
- D. The CSM Defendants contend, with respect to the flow of storm water from the

Facility, that the nearest surface receiving water body for the general area is the Feather River to the south and west. The CSM Defendants contend that the Facility's discharged storm water enters the ditch along the Facility frontage, flows south to where Kusel Road turns sharply east, enters a culvert under Kusel Road and ponds on the south side of the road at the Setzer facility. The CSM Defendants contend that the storm water becomes impounded during low flows near the southwest corner of the Setzer facility. The CSM Defendants contend that during high storm water flows, the water enters a series of culverts that convey the water under the Union Pacific Railroad tracks and Baggett Palermo Road; the storm water then continues, the CSM Defendants contend, through a ditch where it is impounded behind an earthen dam and is retained and commingled with runoff from the surrounding, extensive agricultural lands. (See CSM's SWPPP, Section 2.1.1, Facility Location.)

E. George Scott, on behalf of the Facility, filed a Notice of Intent To Comply With the General Permit to Discharge Storm Water Associated With Industrial Activity (WDID No. 5R04I021330) in or about 2007 to comply with the terms of the California State Water Resource Control Board's General Industrial Storm Water Permit, General Permit No. CAS000001, Water Quality Order No. 97-03-DWQ (the "General Permit"). On July 1, 2015, the 2015 General Permit went into effect, superseding the 1997 General Permit that was operative between 1997 and June 30, 2015. (See Water Quality Order No. 14-0057-DWQ.) The Facility is subject to various federal and state regulatory requirements, including compliance with the Federal Water Pollution Control Act, 33 U.S.C. section 1251, *et seq.* (the "Clean Water Act") and the General Permit.

F. There is now a pending litigation styled as: "*California Sportfishing Protection*

Alliance v. Chico Scrap Metal, Inc. et al.” before the United States District Court, Eastern District of California, Case No. 2:10-cv-01207-TLN-DB (the “Action”). CSPA has alleged in the Complaint filed on May 17, 2010 and its subsequent amendments to the Complaint (hereinafter “the Complaint”) in the Action that the CSM Parties violated the General Permit and the Clean Water Act. CSPA filed its Second Amended Complaint in the Action on or about December 10, 2010. Prior to filing the Action (and related amendments to the Complaint in the Action), CSPA caused to be delivered to the CSM parties, and to the Administrator of the United States Environmental Protection Agency (“EPA”); the Administrator of EPA Region IX; the U.S. Attorney General; the Executive Director of the State Board; the Executive Officer of the Regional Water Quality Control Board, Central Valley Region (“Regional Board”) as required by the Act, 33 U.S.C. § 1365(b)(1)(A), a notice of alleged violations of the Clean Water Act and its intent to sue (the “Notice Letter”). A true and correct copy of CSPA’s Clean Water Act Notice Letter is attached hereto as **Exhibit B** and incorporated herein by reference).

G. The CSM Parties deny that they violated the General Permit and the Clean Water Act as alleged in the Notice Letter and the Action, and maintain that they have complied at all times with the provisions of the General Permit and the Clean Water Act.

H. The Parties have engaged in good faith negotiations in a settlement conference supervised by Magistrate Judge Kendall J. Newman. The Parties desire to enter into this Agreement for the purpose of avoiding the burden, expense, and uncertainty of further litigation, and for the purpose of resolving outstanding and potential disputes, differences, claims and controversies between them, as set forth herein. By entering into this Agreement, the CSM Parties are not admitting any fault, liability, or wrongdoing with respect to the facts, allegations, or claims alleged in the Action, nor shall this Agreement be construed as such.

I. The Parties agree that venue is proper in this Court, and Defendants do not contest the exercise of jurisdiction by this Court to dismiss this matter with prejudice under the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and subject to each of the conditions precedent set forth immediately below, the Parties agree as follows:

TERMS OF SETTLEMENT

1. **Effective Date.** The effective date (“Effective Date”) of the Agreement shall be the date on which all Parties have signed the Agreement.

2. Within five (5) calendar days of mutual execution, a copy of the fully executed Agreement shall be submitted to the United States Department of Justice for the 45-day statutory review period, which CSPA contends is required under 33 U.S.C. section 1365(c)(3).

3. At the time the Agreement is submitted for review by the United States Department of Justice, CSPA shall submit a Notice of Settlement in the District Court and inform the Court of the expected dismissal date following the expiration of the statutory review period identified above. Within ten (10) calendar days of expiration of the statutory review period, or the earlier receipt of non-objection from the United States Department of Justice, the Parties shall file with the Court a Stipulation and Order that shall provide that the Complaint and all claims therein shall be dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2) concurrently with the District Court’s retention of jurisdiction for the enforcement of this Agreement as provided herein (the date of entry of the Order to dismiss shall be referred to herein as the “Dismissal Date”). If for any reason the DOJ should request any changes to this Agreement or the Court should decline to order the dismissal, the Parties shall use their best efforts to work together in good faith to modify this Agreement within

thirty (30) days, so that it is acceptable to the DOJ and the Court. If the Parties are unable to modify this Agreement in a mutually acceptable manner, this Agreement shall become null and void, and any settlement funds paid to CSPA pursuant to the Agreement shall be refunded to CSM within ten (10) business days thereafter.

4. **Compliance with General Permit and the Clean Water Act.** Throughout the term of this Agreement, CSM shall continue implementing all measures needed to operate the Facility in compliance with the requirements of the General Permit and the Clean Water Act, subject to any defenses available under the law.

5. **Implementation of Specific Storm Water Best Management Practices.** Unless otherwise indicated below, on or before **March 1, 2018**, CSM shall confirm or complete the implementation and incorporation into the Facility's Storm Water Pollution Prevention Plan ("SWPPP") of the following storm water Best Management Practices ("BMPs") at the Facility:

a. **Best Management Practices.** The BMP's that CSM contends it has implemented and are currently in place at the Facility, and which it agrees to continue implementing, provided continued implementation is consistent with the requirements of the General Permit and sound storm water management practices, are attached hereto as **Exhibit C**.

b. **Storm Water Pollution Prevention Plan.** CSM shall provide to CSPA, on or before March 1, 2018, its then-current Storm Water Pollution Prevention Plan ("SWPPP"), including its Facility Mapping, which shall comply with all of the requirements in Section X.E.1-3 of the General Permit. This SWPPP shall incorporate all of the relevant requirements of this Agreement and the General Permit.

c. **Confirmation of Digital Rain Gauge.** On or before March 1, 2018, CSM shall confirm that it has installed an automated (*i.e.* digital) rain gauge at the Facility.

d. **Employee Training Protocol.** On or before March 1, 2018, CSM shall confirm that it has reviewed its storm water management training protocol with its SWPPT, and documented that training protocol in its SWPPP, targeting, inter alia, training on tracking what storm events qualify for sampling purposes, undertaking visual monitoring, and logging and properly reporting data in the Facility's SWPPP, Annual Report and the State's on-line reporting system ("SMARTS"). CSM shall have at least one annual meeting to review storm water management protocol, between June 1st and October 1st of each year with its storm water consultant(s), who shall be formally certified as a Qualified Industrial Storm Water Practitioner ("QISP").

e. **Sample Frequency.** Consistent with the requirements of the General Permit, CSM shall collect and analyze samples from two Qualifying Storm Events ("QSEs") in the first half of each reporting year (July 1 to December 31) and two QSEs in the second half of each reporting year (January 1 to June 30) as required under the General Permit.

f. **Sample Parameters.** All QSE samples taken by CSM, or on its behalf, in each reporting year shall be analyzed for each of the parameters identified by CSM pursuant to Section XI.B.6.a-g of the General Permit, as applicable, by a laboratory accredited by the State of California. All samples collected from the Facility shall be delivered to the laboratory as soon as possible to ensure that sample "hold time" is not exceeded. Analytical methods used by the laboratory shall comply with General Permit requirements in regards to both test method and detection limit. (See General Permit, Table 2, at 43.)

g. Nothing in this paragraph is intended to expand the obligations of the CSM Parties under the General Permit, other than as expressly set forth in this Agreement. Each of these BMPs is subject to modifications and/or changes as Facility conditions and storm water monitoring results require, and such changes and/or modifications shall be reflected in the Facility's Storm Water

Pollution Prevention Plan.

6. **Settlement Payment.** Subject to the satisfaction of the condition of settlement set forth in Paragraph 2 of the Agreement, the CSM Parties agree that they are jointly and severally liable to pay to CSPA the sum of three hundred seventy-five thousand dollars (\$375,000), hereinafter referred to as “the Settlement Payment.”

a. The Settlement Payment shall be made in three installments as follows:

i. Installment Payment No. 1 for \$125,000 due on March 1, 2018. As to the payment of Installment Payment No. 1, counsel for CSPA shall hold such monies in its client trust account or an interest-bearing escrow account until all conditions of settlement referenced in Paragraph 2 and 3 have been satisfied and the Court issues its order dismissing the entire action with prejudice, pursuant to the stipulation referenced in Paragraph 9 of the Agreement.

ii. Installment Payment No. 2 for \$125,000 due on March 1, 2019

iii. Installment Payment No. 3 for \$125,000 due on March 1, 2020. As to the payment of Installment Payment No. 3, interest shall be charged at a rate of three percent (3%) per annum, commencing on March 1, 2018, and continuing until paid in full, with interest as applicable. In the event that Installment Payment No. 3 is remitted in full on or before March 1, 2019, the then-accrued interest shall be waived. Further, in the event of a full or partial payment of Installment Payment No. 3 after March 19, 2019 but before its due date of March 1, 2020, interest calculations shall be prorated and applied only against the remaining balance due. In the event that Installment Payment No. 3 is remitted after March 1, 2020, in breach of this Agreement, interest shall, starting on March 1, 2020, accrue at the rate of five (5) percent per annum,

subject to the Default Provisions in paragraph 8 of the Agreement, until paid.

b. Payments shall be made by check payable to “Law Offices of Andrew L. Packard Attorney-Client Trust Account.” The check shall be remitted to counsel for CSPA (at the address set forth under the **Notice** provision herein below), who shall be solely responsible for distribution of the funds. As a further requirement of the Agreement, as requested by CSPA, the allocation of the Settlement Payment shall be as follows.

i. **Third Party Mitigation Funding by CSPA.** CSPA shall remit the sum of \$75,000 to the Rose Foundation for Communities and the Environment (“Rose Foundation”) for projects to improve water quality in Wyman Ravine, the North Fork of Honcut Creek, Honcut Creek, the Feather River, the Sacramento River, the Sacramento-San Joaquin Delta and/or the San Francisco Bay.

ii. **Plaintiff’s Fees and Costs.** CSPA shall distribute the sum of \$300,000 to its attorneys to defray CSPA’s investigative, expert, consultant, and attorneys’ fees and costs.

7. **Representation Regarding Bankruptcy.** The CSM Parties represent and confirm that they have no present intent to file for bankruptcy.

8. **Default Provisions.** Defendants and their successors in interest shall be jointly and severally liable for the Settlement Payment, and subject to these Default Provisions. In the event that any payment owed by Defendants under this Agreement is not remitted to the Law Offices of Andrew L. Packard on or before the Remittance Due date set forth above, Defendants shall be deemed to be in default of their obligations under this Agreement. CSPA shall provide notice to Defendants of any default by email and U.S. Mail, pursuant to the notice provisions of Paragraph 28 of the Agreement, with service effective at the time the email and mailing have been completed. If Defendants fail to

remedy the default within seven (7) days of such notice, then all future payments due hereunder shall become immediately due and payable. The simple interest rate of five percent (5%) per annum shall apply to all unpaid balances due hereunder beginning on the due date of the funds in default.

9. **Notice of Settlement and Dismissal of the Entire Action.** Within five (5) days of the Effective Date of the Agreement, CSPA shall file a Joint Notice of Settlement with the Court, the form of which is attached hereto as **Exhibit D**. Upon the satisfaction of the condition to settlement and in accordance with the procedure set forth in Paragraphs 2 and 3 of the Agreement, CSPA, through its counsel, shall cause to be filed the approved stipulation and proposed order dismissing the entire action with prejudice, the form of which is attached hereto as **Exhibit E**.

10. **Court to Retain Jurisdiction.** The Court shall retain jurisdiction over this matter until March 1, 2020 to ensure that all terms of settlement are performed and subject to further orders as may be entered under the provisions of Paragraph 16 of the Agreement. Thereafter, the CSM Parties shall notify CSPA, under the provisions of Notice in Paragraph 28, herein, of its intent to file a stipulation and (proposed) Order terminating jurisdiction, the form of which is attached hereto as **Exhibit F**. CSPA shall have ten (10) business days thereafter to consent to the filing of this notice or provide written objections. Any disputes concerning termination of jurisdiction shall be resolved pursuant to the process set forth in Paragraph 16, herein.

11. **Parties to Bear Own Costs and Attorney's Fees.** Except as otherwise provided in the Agreement, the Parties each acknowledge and agree that each Party is to bear his, her or its own costs and attorneys' fees incurred in connection with the Action.

12. **Mutual Releases.** Each Party releases and discharges the Parties to this Agreement as set forth in Sections 12(a) through 12(c) below:

- a. "Released Claims" refers to any and all claims arising from the Notice Letter,

the Complaint and/or the Action, including without limitation, all claims for violation of the Clean Water Act, injunctive relief, damages, penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and others), costs, expenses or any other sum incurred or claimed or which could have been claimed in this Action, for the alleged failure of Defendants to comply with the Clean Water Act and/or General Permit at the Facility, up to the Effective Date. "Released Claims" shall also include all claims which arise from or pertain to the Action, that were asserted or could have been asserted based on the facts alleged in the Action, including all claims for fees (including fees of attorneys, experts, and others), costs, expenses or any other sum incurred or claimed or which could have been claimed for matters associated with or related to the Action. "Released Claims" shall not include any claims that one Party may have against another Party arising from or related to the enforcement or performance of this Agreement.

b. In consideration of this Agreement and the terms and conditions set forth in this Agreement, CSPA, its affiliates, subsidiaries, officers, directors, partners, joint venturers, assigns, predecessors-in-interest, successors-in-interest, successor trustees, insurers, past and present, fully and forever release and discharge the CSM Parties, their affiliates, subsidiaries, shareholders, officers, directors, partners, joint venturers, agents, employees, representatives, consultants, heirs, assigns, predecessors-in-interest, successors-in-interest, successor trustees, attorneys, insurers, past and present, from any and all Released Claims, as defined in Section 12(a) of this Agreement.

c. In consideration of this Agreement and the terms and conditions set forth in this Agreement, the CSM Parties, their affiliates, subsidiaries, shareholders, officers, directors, partners, joint venturers, agents, employees, representatives, consultants, heirs, assigns, predecessors-in-interest, successors-in-interest, successor trustees, attorneys, insurers, past and present, fully and forever release and discharge CSPA, its respective affiliates, subsidiaries, officers, directors, members,

partners, joint venturers, agents, employees, representatives, consultants, heirs, assigns, predecessors-in-interest, successors-in-interest, successor trustees, attorneys, insurers, past and present, from any and all Released Claims, as defined in Section 12(a) of this Agreement.

13. **Acknowledgment of Release and Waiver of Section 1542.** Subject to the release terms set forth above:

a. The Parties to this Agreement understand and agree that as a material consideration and inducement to enter into this Agreement, each Party does hereby fully and finally release the remaining Parties, and each of them, from all Released Claims. As a further consideration and inducement for this compromise settlement, the Parties each waive all rights or benefits which each may now have, or in the future may have, with respect to Released Claims, under the terms of Section 1542 of the Civil Code of the State of California, to the extent it may be applicable in the context of the limits provided in the Released Claims defined herein. Each Party, upon advice of counsel, does specifically and knowingly waive the application of California Civil Code section 1542 to this Agreement to the extent applicable.

b. Each Party further certifies that he, she or it has read the following provisions of California Civil Code section 1542:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

14. **Covenant Not to Sue.** CSPA warrants that it has no current intention to sue any facilities owned or operated by the CSM Parties. CSPA further warrants that it has no information in its possession, custody or control that would lead it to believe it has reason to sue any facilities owned or operated by the CSM Parties. CSPA agrees that CSPA, its officers and executive staff, shall be

prohibited from serving any Notices of Violations and Intent to Sue or filing any lawsuits against the CSM Parties regarding the Facility, the management and operation of the Facility or alleged violations of the General Permit and/or the Clean Water Act at the Facility for a period of one (1) year from the Effective Date.

15. **No Admission of Liability.** Neither the transfer of any consideration, the doing of any of the acts referred to in this Agreement, nor anything else contained in this Agreement shall be taken or construed to be an admission by any Party of any claims, demands, controversies, grievances, actions, injuries, charges, complaints, suits, rights, losses, debts, judgments, expenses, causes of action, obligations, damages, liabilities and costs, fines, penalties including attorneys' fees, asserted by the remaining Parties, or any one of them.

16. **Breach of Agreement, Dispute Resolution, Enforcement.** As set forth in Paragraph 10, of the Agreement, the Court has retained jurisdiction in this matter for the settlement compliance period, and any disputes concerning any alleged breach of this Agreement shall be referred to Magistrate Judge Kendall J. Newman. The Parties expressly consent to Judge Newman making final, binding resolutions of any and all disputes arising from the Agreement. The procedure for initiating resolution procedures shall be as follows.

a. **Informal Dispute Resolution, Mediation and Legal Action to Enforce.** The Parties agree that timely resolution of any differences involving the Parties' obligations under this Agreement is desirable and necessary. The Parties shall make good faith efforts to resolve informally any alleged breach of the Agreement. The Party alleging a breach of the Agreement shall serve on the opposing Party a written notice ("Notice") of the alleged breach and that Party's intent to initiate the dispute resolution procedure set forth herein. The Notice shall include a recitation of all facts and circumstances giving rise to the dispute, including the particular provisions of the Agreement alleged

to have been breached. The Parties shall, subject to a written request, provide non-confidential documents, which are relevant to compliance with the Agreement, within ten (10) calendar days of said request.

b. **Formal Dispute Resolution Process:** In the event that the Parties are unable to resolve the dispute within fifteen (15) days of the Notice, the noticing party shall contact Judge Newman's clerk and arrange for a conference on a date agreeable to Judge Newman and counsel. The process for resolving the dispute, including all conferences, briefing, and hearings, shall be determined by Judge Newman. The Court's decision following the dispute resolution process shall be final and binding on the Parties. The Court shall determine, at the request of any party or on its own motion, whether sanctions pursuant to Rule 11 of the Federal Rules of Civil Procedure are warranted and should be imposed against any party. The Parties shall be entitled to seek fees and costs incurred in any such proceeding to enforce the Agreement.

17. **Understanding of Agreement.** The Parties, as a material consideration and inducement to enter into this Agreement, warrant and represent that in executing this Agreement they fully understand the terms of this Agreement, having been counseled thereon by their attorneys. The Parties, and each of them, further represent and acknowledge that in executing this Agreement, they do not rely, and have not relied, upon any inducement, promise, representation and/or statement made by the remaining Parties, or any of them, or their respective agents, representatives and/or attorneys with regard to the subject matter, basis, meaning, effect, and/or fact of this Agreement and/or otherwise.

18. **Construction of Agreement.** This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. The Parties each acknowledge and agree that this Agreement shall not be deemed to have been prepared or drafted by one Party or another, and shall be construed as a whole according to its fair meaning and not for or against any

Party hereto.

19. **Free and Voluntary Execution.** The Parties represent and acknowledge that they have each read this Agreement and understand all of its terms and execute this Agreement freely, voluntarily and without coercion, with full knowledge of its significance and the legal consequences thereof.

20. **Authority.** Each Party hereto represents and warrants to the other Parties that he, she or it has the full power and authority to execute, deliver and perform under this Agreement. Each Party shall indemnify and hold the other Parties harmless with respect to any and all liability, cost, expense (including reasonable attorneys' fees), or claim with respect to, or arising from, any such obligation or lack of such power or authority.

21. **Advice of Counsel.** Each Party warrants and represents that in executing this Agreement, the terms of this Agreement have been read and its consequences (including, but not limited to risks, complications, and costs) have been completely explained to him, her or it by an attorney of his, her or its own choosing; and that each fully understands the terms of this Agreement. Each Party further warrants and represents that it has not relied upon the advice or counsel of another Party's counsel in the negotiation, drafting, or execution of this Agreement.

22. **Successors and Assignment.** This Agreement shall be binding on, and inure to the benefit of, each of the Parties hereto and their respective successors in interest. The Parties each understand and expressly agree that this Agreement shall bind and benefit their respective present and former officers, directors, employees, predecessors, successors, successor trustees, heirs, estates, beneficiaries and their estates and any trust created by any of them, executors, administrators, joint venturers, corporations, divisions, insurers, parents, subsidiaries, affiliates, partners, stockholders, agents, heirs and assigns. This Agreement is not intended to constitute a third party beneficiary

contract and no other person or entity shall have any rights or remedies under or by reason of this Agreement, unless otherwise expressly provided for herein. The Parties each warrant that they have not transferred or assigned, or purported to transfer or assign, any of the rights released by this Agreement.

23. **Severability.** If any provision or part of any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy or any law, then the remainder of this Agreement shall not be affected.

24. **Cooperation.** Each Party to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may reasonably be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

25. **Entire Agreement.** This Agreement represents the entire understanding between the Parties, and each of them, in connection with the subject matter of this Agreement. There are no oral or written representations, warranties, agreements, arrangements, or undertakings, between or among the Parties, or any of them, related to the subject matter of this Agreement, that are not fully expressed herein. The terms of this Agreement are contractual and not mere recitals. This Agreement cannot be altered or varied except by a writing duly signed by each of the Parties, or their respective authorized representative(s).

26. **Modifications to Agreement.** This Agreement may be modified or amended only by a writing signed by all the Parties to this Agreement. Any modifications of this Agreement shall be submitted to the United States Department of Justice for a 45-day statutory review period, which CSPA contends, is required pursuant to 33 U.S.C. § 1365(c).

27. **Partial Confidentiality.** At the request of CSPA, this Agreement will be attached to the stipulation and proposed order to dismiss filed with this Court and referenced in Paragraph 9 of

this Agreement. CSPA agrees that it may reference the fact of this settlement, without detail as the terms and conditions, on its website, and may make available a copy of this Agreement on its website. Neither CSPA nor its counsel will disseminate the Agreement or its terms by press release or other methods intended to publicize the Agreement or its terms.

28. **Notices.** Any and all notices or other communications required or permitted by this Agreement to be served or given by the Parties, or any of them, to the remaining Parties, or any of them, shall be in writing and shall be deemed duly served and given when deposited in the United States mail, first-class postage prepaid, addressed as set forth below, and concurrently transmitted via electronic mail to the email addresses listed below:

(a) California Sportfishing Protection Alliance

William Jennings, Executive Director
California Sportfishing Protection Alliance
3536 Rainer Avenue
Stockton, California 95204
Tel. (209) 464-5067
E-mail: deltakeep@me.com

With copies sent to:

Andrew L. Packard
Law Offices of Andrew L. Packard
245 Kentucky Street, Ste. V3
Petaluma, CA 94952
Tel: (707) 782-4060
E-mail: Andrew@packardlawoffices.com
and wncarlon@packardlawoffices.com

(b) Chico Scrap Metal, Inc., George Scott, Sr., individually and as Trustee of the George Scott, Sr. Revocable Inter Vivos Trust

Therese Y. Cannata
Kimberly Almazan
Cannata, O'Toole Fickes & Almazan LLP
100 Pine Street, Suite 350
San Francisco, CA 94111
Tel: (415) 409-8900
Fax: (415) 409-8904
Email: tcannata@cofalaw.com

and kalmazan@cofalaw.com

Each Party shall promptly notify all other Parties of any change in the above-listed contact information.

29. **Governing Law.** The language in all parts of this Agreement, unless otherwise stated, shall be construed according to its plain and ordinary meaning. This Agreement shall be construed pursuant to the law of the United States, without regard to choice of law principles. Any proceedings to enforce this Agreement shall be in U.S. District Court, Eastern District of California..

30. **Execution in Counterparts and Exchange of Signatures by Facsimile or PDF.** This Agreement may be signed in counterparts, each of which, when executed shall constitute an original, but such counterparts collectively, in their entirety, shall together, be considered one and the same Agreement. Facsimile or PDF signatures shall be treated as original signatures for purposes of this Agreement.

AGREED AND ACCEPTED:

Date: February 8, 2018

CALIFORNIA SPORTFISHING PROTECTION ALLIANCE

By: Bill Jennings
Bill Jennings
Its: Executive Director

Date: February __, 2018

CHICO SCRAP METAL, INC.

By: **SHANE SCOTT, JR.**
Its: **Vice President**

and kalmazoo@cofalaw.com

Each Party shall promptly notify all other Parties of any change in the above-listed contact information.

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AGREED AND ACCEPTED:

Date: February __, 2018

CALIFORNIA SPORTFISHING PROTECTION
ALLIANCE

By: _____

Bill Jennings

Its: Executive Director

Date: February 9, 2018

CHICO SCRAP METAL, INC.

By:  _____

SHANE SCOTT, JR.

Its: Vice President

Date: February 9, 2018

By: George W. Scott
GEORGE SCOTT, SR., individual
and as Trustee of George Scott, Sr.
Revocable Inter Vivos Trust

APPROVED AS TO FORM:

Date: February , 2018

LAW OFFICES OF ANDREW L. PACKARD

Andrew L. Packard
Attorneys for Plaintiff

Date: February , 2018

CANNATA O'TOOLE FICKES ALMAZAN LLP

Therese Y. Cannata
Attorneys for Defendants


Date: February __, 2018

By: _____
GEORGE SCOTT, SR., individually
and as Trustee of George Scott, Sr.
Revocable Inter Vivos Trust

APPROVED AS TO FORM:

Date: February 12, 2018

LAW OFFICES OF ANDREW L. PACKARD


Andrew L. Packard
Attorneys for Plaintiff

Date: February 9, 2018

CANNATA O'TOOLE FICKES ALMAZAN LLP



Therese Y. Cannata
Attorneys for Defendants

EXHIBIT A



EXPLANATION

- ① OFFICE
- ② EMPLOYEE PARKING AREA
- ③ SMALL SCALE SHOP (STORAGE OF COPPER, MED. BRASS)
- ④ TRUCK (LARGE) SCALE & STORM WATER SUMP
- ⑤ VEHICLE PROCESSING
- ⑥ HAZARDOUS MATERIALS STORAGE
- ⑦ PUBLIC RECYCLING, DROP-OFF
- ⑧ BALER; FOR PLASTIC BOTTLES, CARDBOARD, RADIATORS
- ⑨ BALE STORAGE; CRV GLASS BINS, PLASTIC BOTTLE BALES, RADIATORS
- ⑩ NON-FERROUS PROCESSING AREA
- ⑪ BATTERY STORAGE
- ⑫ RED DIESEL
- ⑬ PROPANE STORAGE
- ⑭ FERROUS METAL STORAGE
- ⑮ TIN PROCESSING AND STORAGE
- ⑯ COMPANY VEHICLE PARKING
- ⑰ TIN LOG STORAGE AND OVER-FLOW
- ⑱ PROCESSED FERROUS AND NON-FERROUS STORAGE
- ⑲ STORAGE AREA
- ⑳ CARBOARD STORAGE AREA
- ㉑ CULVERT PONDING
- ㉒ BALER (CAR BALER)
- ㉓ TIN PILE
- ㉔ EQUIPMENT MAINTENANCE AREA
- ㉕ SAND FILTER LOCATION
- ㉖ KUSEL ROAD ROADSIDE BIO-SWALE
- ㉗ STORAGE CONTAINER
- ㉘ INTERIOR BIO-SWALE

LEGEND

- APPROXIMATE FACILITY BOUNDARY
- STORMWATER FLOW DIRECTION
- STORM DRAIN; DIRECTION OF DRAINAGE
- SWSL-1 STORM WATER SAMPLE LOCATION
- DROP INLET (DI)

ALL LOCATIONS ARE APPROXIMATE; NOT A PRODUCT OF SURVEY



SOURCE OF BASE MAP: GOOGLE EARTH 2015

SCS ENGINEERS

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PROJ. NO: 01209027.00

CHK. BY: ATV

ACAD FILE: FIGURE 2

DESIGN BY: PAW

CHK. BY: PAW

APP. BY: J. RITCHIE

SHEET TITLE:

FACILITY PLAN - SWPPP MAP

PROJECT TITLE:

CHICO SCRAP METAL, INC.
NorCal RECYCLERS
1855 KUSEL ROAD
OROVILLE, CALIFORNIA 95965

DATE:

2/2/18

SCALE:

AS SHOWN

FIGURE NO.:

3

EXHIBIT B



California Sportfishing Protection Alliance
"An Advocate for Fisheries, Habitat and Water Quality"
3536 Rainier Avenue, Stockton, CA 95204
Tel: 209-464-5067, Fax: 209-464-1028, E: deltakeep@aol.com

March 17, 2010

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. George Scott, Sr.
Mr. George Scott, Jr.
Nor-Cal Recyclers, a subsidiary of Chico Scrap Metal, Inc.
878 20th Street
Chico, CA 95928

Mr. Carl B. Leverenz, Agent for Service
Chico Scrap Metal, Inc.
515 Wall Street
Chico, CA 95928

**Re: Notice of Violations and Intent to File Suit Under the Federal Water
Pollution Control Act**

Dear Sirs:

I am writing on behalf of the California Sportfishing Protection Alliance ("CSPA") in regard to violations of the Clean Water Act ("the Act") occurring at the scrap metal recycling facility operated by Chico Scrap Metal, Inc. ("Chico Scrap Metal") located at 1855 Kusel Road in Oroville, California ("the Facility"). The WDID identification number for the Facility is 5R04I021330. CSPA is a non-profit public benefit corporation dedicated to the preservation, protection, and defense of the environment, wildlife and natural resources of Honcut Creek, the Feather River, the Sacramento River, the Sacramento – San Joaquin Delta and other California waters. This letter is being sent to you as the responsible owner, officer, or operator of the Facility. Based on publicly available documents, CSPA is informed and believes that Chico Scrap Metal commonly refers to, and may be formally doing business at the Facility as "Nor-Cal Recyclers" (hereafter, "NCR"). CSPA is further informed and believes that NCR is a wholly-owned subsidiary of Chico Scrap Metal. For purposes of this Notice of Violations and Intent to File Suit under the Act (hereafter, the "Notice"), unless otherwise noted, CSPA will refer to Chico Scrap Metal, NCR, George Scott, Sr. and George Scott, Jr. as "NCR" within this Notice.

This letter addresses NCR's unlawful discharges of pollutants from the Facility to the North Fork Honcut Creek, which flows into Honcut Creek, which flows into the Feather River, which in turn ultimately flows into the Sacramento River and the Sacramento - San Joaquin Delta. This letter addresses the ongoing violations of the substantive and procedural requirements of the Clean Water Act and National Pollutant Discharge Elimination System ("NPDES") General Permit No. CAS000001, State Water Resources Control Board Water Quality Order No. 91-13-DWQ, as amended by Order No. 97-03-DWQ ("General Permit" or "General Industrial Storm Water Permit").

Section 505(b) of the Clean Water Act provides that sixty (60) days prior to the initiation of a civil action under Section 505(a) of the Act (33 U.S.C. § 1365(a)), a citizen must give notice of intent to file suit. Notice must be given to the alleged violator, the U.S. Environmental Protection Agency ("the EPA"), and the State in which the violations occur. As required by the Clean Water Act, this Notice of Violation and Intent to File Suit provides notice of the violations that have occurred, and continue to occur, at the Facility. Consequently, Mr. George Scott, Sr., Mr. George Scott, Jr. and NCR are hereby placed on formal notice by CSPA that, after the expiration of sixty (60) days from the date of this Notice of Violation and Intent to File Suit, CSPA intends to file suit in federal court against NCR and the Scotts under Section 505(a) of the Clean Water Act (33 U.S.C. § 1365(a)), for violations of the Clean Water Act and the General Industrial Storm Water Permit. These violations are described more fully below.

I. Background.

NCR operates a scrap metal recycling facility located in Oroville, California. The Facility receives, stores, reclaims, processes and recycles scrap materials and other waste. The Facility also accepts salvage vehicles for crushing and subsequent recycling. Other activities at the facility include the use, storage, and maintenance of heavy machinery.

On or about November 23, 2007, NCR belatedly submitted its notice of intent to comply with the terms of the General Industrial Storm Water Permit. However, as a result of its investigation, CSPA believes the NCR Facility has been in operation since at least March 17, 2005, and likely was operating for many years prior to that date. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal Clean Water Act, NCR is subject to penalties for violations of the Act since March 17, 2005, and is subject to penalties for violations of both the General Industrial Storm Water Permit and the Act since November 23, 2007.

The Facility is classified as a scrap metal recycling facility under Standard Industrial Classification code 5093 ("Processing, Reclaiming and Wholesale Distribution of Scrap and Waste Materials"). The Facility collects and discharges storm water from its approximately nine-acre industrial site through at least two discharge points to a series of ditches that discharge to the North Fork Honcut Creek, which flows into Honcut Creek, which flows into the Feather River, which in turn ultimately drains to the Sacramento River and the Sacramento-San Joaquin Bay Delta ("the Delta"). The Delta,

the Sacramento River, the Feather River, and the creeks and ditches that receive storm water discharges from the Facility are waters of the United States within the meaning of the Clean Water Act.

The Central Valley Regional Water Quality Control Board (the "Regional Board" or "Board") has established water quality standards for the Sacramento River and the Delta in the "Water Quality Control Plan for the Sacramento River and San Joaquin River Basins," generally referred to as the Basin Plan. The Basin Plan includes a narrative toxicity standard which states that "[a]ll waters shall be maintained free of toxic substances in concentrations that produce detrimental physiological responses in human, plant, animal, or aquatic life." For the Delta, the Basin Plan establishes standards for several metals, including (at a hardness of 40 mg/L): arsenic – 0.01 mg/L; copper – 0.01; iron – 0.3 mg/L; and zinc – 0.1 mg/L. *Id.* at III-3.00, Table III-1. The Basin Plan states that "[a]t a minimum, water designated for use as domestic or municipal supply (MUN) shall not contain lead in excess of 0.015 mg/L." *Id.* at III-3.00. The Basin Plan also provides that "[t]he pH shall not be depressed below 6.5 nor raised above 8.5." *Id.* at III-6.00. The Basin Plan also prohibits the discharges of oil and grease, stating that "[w]aters shall not contain oils, greases, waxes, or other materials in concentrations that cause nuisance, result in a visible film or coating on the surface of the water or on objects in the water, or otherwise adversely affect beneficial uses." *Id.* at III-5.00

The Basin Plan also provides that "[a]t a minimum, water designated for use as domestic or municipal supply (MUN) shall not contain concentrations of chemical constituents in excess of the maximum contaminant levels (MCLs)." *Id.* at III-3.0. The EPA has issued a recommended water quality criteria for aluminum for freshwater aquatic life protection of 0.087 mg/L. EPA has established a secondary MCL, consumer acceptance limit for aluminum of 0.05 mg/L to 0.2 mg/L. EPA has established a secondary MCL, consumer acceptance limit for zinc of 5 mg/L. EPA has established a primary MCL, consumer acceptance limit for the following: chromium – 0.1 mg/L; copper – 1.3 mg/L; and lead – 0.0 (zero) mg/L. *See* <http://www.epa.gov/safewater/mcl.html>. The California Department of Health Services has also established the following MCL, consumer acceptance levels: aluminum – 1 mg/L (primary) and 0.2 mg/L (secondary); chromium – 0.5 mg/L (primary); copper – 1.0 (secondary); iron – 0.3 mg/L; and zinc – 5 mg/L. *See* California Code of Regulations, title 22, §§ 64431, 64449.

EPA has also issued numeric receiving water limits for certain toxic pollutants in California surface waters, commonly known as the California Toxics Rule ("CTR"). 40 CFR §131.38. The CTR establishes the following numeric limits for freshwater surface waters: arsenic – 0.34 mg/L (maximum concentration) and 0.150 mg/L (continuous concentration); chromium (III) – 0.550 mg/L (maximum concentration) and 0.180 mg/L (continuous concentration); copper – 0.013 mg/L (maximum concentration) and 0.009 mg/L (continuous concentration); lead – 0.065 mg/L (maximum concentration) and 0.0025 mg/L (continuous concentration).

The Regional Board has also identified waters of the Delta as failing to meet water quality standards for unknown toxicity, electrical conductivity, numerous pesticides, and mercury. See <http://www.swrcb.ca.gov/tmdl/docs/2002reg5303dlist.pdf>. Discharges of listed pollutants into an impaired surface water may be deemed a "contribution" to the exceedance of CTR, a water quality standard, and may indicate a failure on the part of a discharger to implement adequate storm water pollution control measures. See *Waterkeepers Northern Cal. v. Ag Indus. Mfg., Inc.*, 375 F.3d 913, 918 (9th Cir. 2004); see also *Waterkeepers Northern Cal. v. Ag Indus. Mfg., Inc.*, 2005 WL 2001037 at *3, 5 (E.D. Cal., Aug. 19, 2005) (finding that a discharger covered by the General Industrial Storm Water Permit was "subject to effluent limitation as to certain pollutants, including zinc, lead, copper, aluminum and lead" under the CTR).

The General Industrial Storm Water Permit incorporates benchmark levels established by EPA as guidelines for determining whether a facility discharging industrial storm water has implemented the requisite best available technology economically achievable ("BAT") and best conventional pollutant control technology ("BCT"). The following benchmarks have been established for pollutants discharged by NCR: pH – 6.0-9.0; total suspended solids – 100 mg/L; oil & grease – 15.0 mg/L; iron – 1.0 mg/L; lead – 0.0816 mg/L; aluminum – 0.75 mg/L; copper – 0.0636 mg/L; zinc – 0.117 mg/L; and, chemical oxygen demand – 120 mg/L. The State Water Quality Control Board also recently proposed adding a benchmark level for specific conductance of 200 µmho/cm.

II. Pollutant Discharges in Violation of the NPDES Permit.

NCR has violated and continues to violate the terms and conditions of the General Permit. Section 402(p) of the Act prohibits the discharge of storm water associated with industrial activities, except as permitted under an NPDES permit such as the General Permit. 33 U.S.C. § 1342. The General Permit prohibits any discharges of storm water associated with industrial activities that have not been subjected to BAT or BCT. Effluent Limitation B(3) of the General Permit requires dischargers to reduce or prevent pollutants in their storm water discharges through implementation of BAT for toxic and nonconventional pollutants and BCT for conventional pollutants. BAT and BCT include both nonstructural and structural measures. General Permit, Section A(8). Conventional pollutants are TSS, O&G, pH, biochemical oxygen demand ("BOD"), and fecal coliform. 40 C.F.R. § 401.16. All other pollutants are either toxic or nonconventional. *Id.*; 40 C.F.R. § 401.15.

Receiving Water Limitation C(1) of the General Industrial Storm Water Permit prohibits storm water discharges and authorized non-storm water discharges to surface or groundwater that adversely impact human health or the environment. Receiving Water Limitation C(2) of the General Industrial Storm Water Permit also prohibits storm water discharges and authorized non-storm water discharges that cause or contribute to an exceedance of any applicable water quality standards contained in a Statewide Water Quality Control Plan or the applicable Regional Board's Basin Plan.

On November 5, 2007, Michael Huerta, a representative of the Butte County Public Health Department Environmental Health Division, conducted an inspection of the Facility, the primary purpose of which was to observe the "status of the workable waste piles." Counsel for NCR were present during this inspection. On November 8, 2007, Mr. Huerta sent a letter to counsel for NCR memorializing observations noted during the inspection. Mr. Huerta observed that: "(1) the piles are surprisingly large and appear to consist mainly of soil; (2) the piles are not covered, accessible to the elements (wind and rain); (3) although the piles were placed on a concrete surface, storm water containment and retention were minimal or non-existent; and, (4) ...the pile at Kusel Road appeared to encroach on the adjacent property and as such, off-site migration of workable waste is highly probable...." Additionally, Mr. Huerta noted that it was the understanding of the Butte County Public Health Department Environmental Health Division "and reflected in the TRO that workable scrap waste would be handled and stored in covered containers. This specified handling of the material in question was a condition under which the county signed the agreement. The piles of waste...violate the TRO. Please provide containered [*sic*] storage of this material."

The "minimal or non-existent" storm water containment discussed in Mr. Huerta's letter is amply evidenced by correspondence from a testing lab to Dale Stultz of the Regional Board, dated January 2, 2008. This correspondence conveyed the results of analysis of storm water samples collected at the Facility on or around December 6, 2007. The test results conveyed indicate exceedances of numerous pollutant benchmarks.

Shortly after the Regional Board received these test results, on January 28, 2008, Mr. Scott Zaitz of the Regional Board sent NCR a letter requesting that it "submit a copy of the SWPPP to this office by 20 February 2008." NCR failed to submit its SWPPP to the Regional Board by 20 February 2008.

This failure is evidenced by the Notice of Violation issued by the Regional Board's George Day to NCR on May 27, 2008. This Notice of Violation states: "To date we have not received a copy of the SWPPP. Development and implementation of the SWPPP is required by the General Industrial Activities Storm Water Permit (Order No. 97-03-DWQ) and is necessary to assure compliance with the permit. It is a violation of the...Permit to initiate industrial activities without a site specific SWPPP.... Please submit a copy of the SWPPP to this office no later than 13 June 2008."

Based on its review of available public documents, CSPA is informed and believes that NCR continues to discharge myriad pollutants in excess of benchmarks and that NCR has failed to implement BMPs adequate to bring its discharge of these pollutants into compliance with the General Permit. NCR's ongoing violations are discussed further below.

A. NCR Has Discharged Storm Water Containing Pollutants in Violation of the Permit and the Act.

NCR has discharged and continues to discharge storm water with unacceptable levels of Oil & Grease (O&G), Specific Conductivity (SC), Iron (Fe), Lead (Pb), Aluminum (Al), Copper (Cu), Zinc (Zn) and Chemical Oxygen Demand (COD) in violation of the General Permit. These high pollutant levels have been documented during significant rain events, including the rain events indicated in the table of rain data attached hereto as Attachment A. NCR's Annual Reports and Sampling and Analysis Results confirm discharges of materials other than storm water and specific pollutants in violation of the Permit provisions listed above. Self-monitoring reports under the Permit are deemed "conclusive evidence of an exceedance of a permit limitation." *Sierra Club v. Union Oil*, 813 F.2d 1480, 1493 (9th Cir. 1988).

The following discharges of pollutants from the Facility have violated Discharge Prohibitions A(1) and A(2) and Receiving Water Limitations C(1) and C(2) of the General Industrial Storm Water Permit:

1. Discharges of Storm Water Containing Oil & Grease at Concentrations in Excess of Applicable EPA Benchmarks

Date	Discharge Point	Parameter	Concentration in Discharge	EPA Benchmark Value
12/06/2007	NCR-1 *	O&G	39.2 mg/L	15 mg/L

* Data derived not from an NCR Annual Report, but rather, from lab test data reported directly to Regional Board.

2. Discharges of Storm Water Containing Specific Conductivity at Levels in Excess of Proposed EPA Benchmark

Date	Discharge Point	Parameter	Concentration in Discharge	Proposed Benchmark Value
11/01/2008	Location 2	Spec. Con.	266 µmho/cm	200 µmhos/cm

3. Discharges of Storm Water with Iron (Fe) in Excess of Applicable EPA Benchmark

Date	Discharge Point	Parameter	Concentration in Discharge	EPA Benchmark Value
11/01/2008	Location 1	Fe	2.14 mg/L	1 mg/L
11/01/2008	Location 2	Fe	1.42 mg/L	1 mg/L
02/17/2009	Location 1	Fe	5.61 mg/L	1 mg/L
02/17/2009	Location 2	Fe	5.63 mg/L	1 mg/L

4. Discharges of Storm Water with Lead (Pb) in Excess of Applicable EPA Benchmark

Date	Discharge Point	Parameter	Concentration in Discharge	EPA Benchmark Value
12/06/2007	NCR-1*	Pb	0.543 mg/L	0.0816 mg/L
12/06/2007	NCR-B*	Pb	0.238 mg/L	0.0816 mg/L

* Data derived not from an NCR Annual Report, but rather, from lab test data reported directly to Regional Board.

5. Discharges of Storm Water with Aluminum (Al) in Excess of Applicable EPA Benchmark

Date	Discharge Point	Parameter	Concentration in Discharge	EPA Benchmark Value
11/01/2008	Location 1	Al	1.82 mg/L	0.75 mg/L
11/01/2008	Location 2	Al	0.97 mg/L	0.75 mg/L
02/17/2009	Location 1	Al	5.25 mg/L	0.75 mg/L
02/17/2009	Location 2	Al	5.73 mg/L	0.75 mg/L

6. Discharges of Storm Water with Copper (Cu) in Excess of Applicable EPA Benchmark

Date	Discharge Point	Parameter	Concentration in Discharge	EPA Benchmark Value
12/06/2007	NCR-1*	Cu	0.414 mg/L	0.0636 mg/L
12/06/2007	NCR-B*	Cu	0.179 mg/L	0.0636 mg/L
11/01/2008	Location 2	Cu	0.135 mg/L	0.0636 mg/L

* Data derived not from an NCR Annual Report, but rather, from lab test data reported directly to Regional Board.

7. Discharges of Storm Water with Zinc (Zn) in Excess of Applicable EPA Benchmark

Date	Discharge Point	Parameter	Concentration in Discharge	EPA Benchmark Value
12/06/2007	NCR-1*	Zn	0.778 mg/L	0.117 mg/L
12/06/2007	NCR-B*	Zn	0.489 mg/L	0.117 mg/L
12/06/2007	NCR-Front*	Zn	0.217 mg/L	0.117 mg/L
11/01/2008	Location 1	Zn	0.156 mg/L	0.117 mg/L
11/01/2008	Location 2	Zn	0.165 mg/L	0.117 mg/L
02/17/2009	Location 1	Zn	0.178 mg/L	0.117 mg/L

02/17/2009	Location 2	Zn	0.185 mg/L	0.117 mg/L
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* Data derived not from an NCR Annual Report, but rather, from lab test data reported directly to Regional Board.

8. Discharges of Storm Water with Chemical Oxygen Demand (COD) in Excess of Applicable EPA Benchmark

Date	Discharge Point	Parameter	Concentration in Discharge	EPA Benchmark Value
11/01/2008	Location 2	COD	225 mg/L	120 mg/L

CSPA's investigation, including its review of NCR's analytical results documenting pollutant levels in the Facility's storm water discharges well in excess of EPA's benchmark values and the State Board's proposed benchmark for specific conductivity, indicates that NCR has not implemented BAT and BCT at the Facility for its discharges of Oil & Grease (O&G), Iron (Fe), Specific Conductivity (SC), Lead (Pb), Aluminum (Al), Copper (Cu), Zinc (Zn), Chemical Oxygen Demand (COD) and other pollutants, in violation of Effluent Limitation B(3) of the General Permit. NCR was required to have implemented BAT and BCT by no later than October 1, 1992 of the start of its operations. Thus, NCR is discharging polluted storm water associated with its industrial operations without having implemented BAT and BCT.

CSPA is informed and believes that NCR has known that its storm water contains pollutants at levels exceeding EPA Benchmarks and other water quality criteria since at least March 17, 2005. CSPA alleges that such violations also have occurred and will occur on other rain dates, including during every single significant rain event that has occurred since March 17, 2005, and that will occur at the Facility subsequent to the date of this Notice of Violation and Intent to File Suit. Attachment A, attached hereto, sets forth each of the specific rain dates on which CSPA alleges that NCR has discharged storm water containing impermissible levels of Specific Conductivity (SC), Iron (Fe), Lead (Pb), Aluminum (Al), Copper (Cu), Zinc (Zn), Chemical Oxygen Demand (COD) and other unmonitored pollutants in violation of Discharge Prohibitions A(1) and A(2) and Receiving Water Limitations C(1) and C(2) of the General Industrial Storm Water Permit. CSPA further alleges that each of NCR's discharges of pollutants in storm water from the Facility after initiating operations but prior to November 23, 2007 constitute violations of the Act. The dates of these discharges in violation of the Act are also listed on Attachment A.

These unlawful discharges from the Facility are ongoing. Each discharge of storm water containing pollutants from the Facility without the implementation of BAT/BCT constitutes a separate violation of the General Industrial Storm Water Permit and the Act. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal Clean Water Act, NCR is subject to penalties for violations of the General Industrial Storm Water Permit and the Act since March 17, 2005.

B. NCR Has Failed to Implement an Adequate Monitoring & Reporting Plan.

Section B of the General Industrial Storm Water Permit requires that dischargers develop and implement an adequate Monitoring and Reporting Plan by no later than October 1, 1992 or the start of operations. Sections B(3), B(4) and B(7) require that dischargers conduct regularly scheduled visual observations of non-storm water and storm water discharges from the Facility and to record and report such observations to the Regional Board. Section B(5)(a) of the General Industrial Storm Water Permit requires that dischargers “shall collect storm water samples during the first hour of discharge from (1) the first storm event of the wet season, and (2) at least one other storm event in the wet season. All storm water discharge locations shall be sampled.” Section B(5)(c)(i) further requires that the samples shall be analyzed for total suspended solids, pH, specific conductance, and total organic carbon. Oil and grease may be substituted for total organic carbon. Facilities, such as NCR, designated under SIC 5093 are also required to sample for Iron (Fe), Lead (Pb), Aluminum (Al), Copper (Cu) and Chemical Oxygen Demand (COD). Section B(5)(c)(ii) of the General Permit further requires dischargers to analyze samples for all “[t]oxic chemicals and other pollutants that are likely to be present in storm water discharges in significant quantities.”

Based on its investigation, CSPA is informed and believes that NCR has failed to develop and implement an adequate Monitoring & Reporting Plan. CSPA’s review of publicly available records reveals that NCR has failed to collect storm water samples from each discharge point during at least two qualifying storm events (as defined by the General Permit) during each of the past five years. Additionally, based on its 2007-2008 Annual Report, CSPA believes NCR has failed to conduct all required visual observations of non-storm water and storm water discharges at the Facility. Each of these failures constitutes a separate and ongoing violation of the General Permit and the Act. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant to the federal Clean Water Act, NCR is subject to penalties for violations of the General Industrial Storm Water Permit and the Act since March 17, 2005. These violations are set forth in greater detail below:

1. NCR Has Failed to Collect Storm Water Samples from Each Discharge Point During at least Two Rain Events In Each of the Last Five Years.

Based on its review of publicly available documents, CSPA is informed and believes that NCR has failed to collect at least two storm water samples from all discharge points during qualifying rain events at the Facility during each of the past five Wet Seasons. CSPA notes that the Facility’s 2007-2008 Annual Report explains its failure to collect at least two storm water samples by stating: “I was not able to take storm water samples from February on because there was not enough rain from the sprinkles in this area to generate a runoff to collect a sample, even from my paved areas.”

However, this does not credibly explain why NCR was unable to sample any qualifying storm events from November 23, 2007 (the date George Scott, Jr. signed its Notice of Intent to Comply with the terms of the General Industrial Storm Water Permit) until February, 2008. Furthermore, as evidenced by the lab results of samples collected on December 6, 2007 and conveyed to the Regional Board on January 2, 2008, as discussed above, storm water discharges were collected from a qualifying storm event during the 2007-2008 Wet Season. Accordingly, NCR's explanation is inadequate and its continuing failure to sample and analyze storm water discharges from at least two qualifying storm events constitutes a separate and ongoing violation of the General Permit and the Act.

Moreover, based on its investigation, CSPA is informed and believes that storm water discharges from the Facility at points other than the two discharge points currently designated by NCR. This failure to identify and designate all discharge points and the failure to adequately monitor storm water discharges constitute separate and ongoing violations of the General Industrial Storm Water Permit and the Clean Water Act.

2. NCR Has Failed to Analyze Its Storm Water for All Pollutants Required by the General Industrial Storm Water Permit.

Section B(5)(c)(i) of the General Industrial Storm Water Permit requires NCR to sample for total suspended solids, specific conductivity, pH, and oil & grease or total organic carbons. The General Permit also requires facilities such as NCR which are designated as SIC 5093 to analyze its storm water discharge for Iron (Fe), Lead (Pb), Aluminum (Al), Copper (Cu) and Chemical Oxygen Demand (COD). General Permit, Table D. As discussed above, NCR failed to analyze its storm water discharges for any pollutants as required by the General Permit during the 2007-2008 wet season. Further, based on its investigation, CSPA is informed and believes that NCR has failed to monitor for other pollutants likely to be present in storm water discharges in significant quantities. Other pollutants likely to be present in the Facility's storm water discharges include: benzene, toluene, antimony, arsenic, boron, beryllium, cadmium, chromium, cobalt, manganese, mercury, molybdenum, nickel, selenium, silver, thallium and vanadium. NCR's failure to monitor these pollutants extends back to at least November 23, 2007. NCR's failure to monitor these other pollutants likely to be present in the Facility's storm water discharges has caused and continues to cause multiple separate and ongoing violations of the Permit and the Act.

3. NCR Is Subject to Penalties for Its Failure to Implement an Adequate Monitoring & Reporting Plan Since November 23, 2007.

CSPA is informed and believes that available documents demonstrate NCR's consistent and ongoing failure to implement an adequate Monitoring Reporting Plan in violation of Section B of the General Industrial Storm Water Permit. Consistent with the five-year statute of limitations applicable to citizen enforcement actions brought pursuant

to the federal Clean Water Act, NCR is subject to penalties for these violations of the General Industrial Storm Water Permit and the Act since March 17, 2005.

C. NCR Has Failed to Implement BAT and BCT.

Effluent Limitation B(3) of the General Industrial Storm Water Permit requires dischargers to reduce or prevent pollutants in their storm water discharges through implementation of BAT for toxic and nonconventional pollutants and BCT for conventional pollutants. BAT and BCT include both nonstructural and structural measures. General Permit, Section A(8). CSPA's investigation indicates that NCR has not implemented BAT and BCT at the Facility for its discharges of Oil & Grease (O&G), Specific Conductivity (SC), Iron (Fe), Lead (Pb), Aluminum (Al), Copper (Cu), Zinc (Zn), Chemical Oxygen Demand (COD) and other unmonitored pollutants in violation of Effluent Limitation B(3) of the General Industrial Storm Water Permit.

To meet the BAT/BCT requirement of the General Permit, NCR must evaluate all pollutant sources at the Facility and implement the best structural and non-structural management practices economically achievable to reduce or prevent the discharge of pollutants from the Facility. Based on the limited information available regarding the internal structure of the Facility, CSPA believes that at a minimum NCR must improve its housekeeping practices, store materials that act as pollutant sources under cover or in contained areas, treat storm water to reduce pollutants before discharge (e.g., with filters or treatment boxes), and/or prevent storm water discharge altogether. NCR has failed to adequately implement any such measures.

NCR was required to have implemented BAT and BCT by no later than October 1, 1992. Therefore, NCR has been in continuous violation of the BAT and BCT requirements every day since October 1, 1992, and will continue to be in violation every day that NCR fails to implement BAT and BCT. NCR is subject to civil penalties for all violations of the Act occurring between March 17, 2005 and November 23, 2007 and for all violations of the General Permit and the Act occurring between November 23, 2007 through the present (and continuing).

D. NCR Has Failed to Develop and Implement an Adequate Storm Water Pollution Prevention Plan.

Section A(1) and Provision E(2) of the General Industrial Storm Water Permit require dischargers of storm water associated with industrial activity to develop, implement, and update an adequate storm water pollution prevention plan ("SWPPP") no later than October 1, 1992. Section A(1) and Provision E(2) requires dischargers who submitted an NOI pursuant to the Order to continue following their existing SWPPP and implement any necessary revisions to their SWPPP in a timely manner, but in any case, no later than August 1, 1997.

The SWPPP must, among other requirements, identify and evaluate sources of pollutants associated with industrial activities that may affect the quality of storm and non-storm water discharges from the facility and identify and implement site-specific best management practices ("BMPs") to reduce or prevent pollutants associated with industrial activities in storm water and authorized non-storm water discharges (General Permit, Section A(2)). The SWPPP must also include BMPs that achieve BAT and BCT (Effluent Limitation B(3)). The SWPPP must include: a description of individuals and their responsibilities for developing and implementing the SWPPP (General Permit, Section A(3)); a site map showing the facility boundaries, storm water drainage areas with flow pattern and nearby water bodies, the location of the storm water collection, conveyance and discharge system, structural control measures, impervious areas, areas of actual and potential pollutant contact, and areas of industrial activity (General Permit, Section A(4)); a list of significant materials handled and stored at the site (General Permit, Section A(5)); a description of potential pollutant sources including industrial processes, material handling and storage areas, dust and particulate generating activities, a description of significant spills and leaks, a list of all non-storm water discharges and their sources, and a description of locations where soil erosion may occur (General Permit, Section A(6)).

The SWPPP also must include an assessment of potential pollutant sources at the Facility and a description of the BMPs to be implemented at the Facility that will reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges, including structural BMPs where non-structural BMPs are not effective (General Permit, Section A(7), (8)). The SWPPP must be evaluated to ensure effectiveness and must be revised where necessary (General Permit, Section A(9),(10)). Receiving Water Limitation C(3) of the Order requires that dischargers submit a report to the appropriate Regional Water Board that describes the BMPs that are currently being implemented and additional BMPs that will be implemented to prevent or reduce the discharge of any pollutants causing or contributing to the exceedance of water quality standards.

CSPA's investigation and review of available documents regarding conditions at the Facility indicate that NCR has been operating with an inadequately developed or implemented SWPPP in violation of the requirements set forth above. NCR has failed to evaluate the effectiveness of its BMPs and to revise its SWPPP as necessary. NCR has been in continuous violation of Section A(1) and Provision E(2) of the General Industrial Storm Water Permit every day since October 1, 1992, and will continue to be in violation every day that NCR fails to develop and implement an effective SWPPP. NCR is subject to penalties for violations of the Permit and the Act occurring since March 17, 2005.

E. NCR Has Failed to Address Discharges Contributing to Exceedances of Water Quality Standards.

Receiving Water Limitation C(3) requires a discharger to prepare and submit a report to the Regional Board describing changes it will make to its current BMPs in order

to prevent or reduce the discharge of any pollutant in its storm water discharges that is causing or contributing to an exceedance of water quality standards. Once approved by the Regional Board, the additional BMPs must be incorporated into the Facility's SWPPP. The report must be submitted to the Regional Board no later than 60 days from the date the discharger first learns that its discharge is causing or contributing to an exceedance of an applicable water quality standard. General Permit, Receiving Water Limitation C(4)(a). Section C(11)(d) of the Permit's Standard Provisions also requires dischargers to report any noncompliance. *See also* Provision E(6). Lastly, Section A(9) of the Permit requires an annual evaluation of storm water controls including the preparation of an evaluation report and implementation of any additional measures in the SWPPP to respond to the monitoring results and other inspection activities.

As indicated above, NCR is discharging elevated levels of Oil & Grease (O&G), Specific Conductivity (SC), Iron (Fe), Lead (Pb), Aluminum (Al), Copper (Cu), Zinc (Zn) and Chemical Oxygen Demand (COD) that are causing or contributing to exceedances of applicable water quality standards. For each of these pollutant exceedances, NCR was required to submit a report pursuant to Receiving Water Limitation C(4)(a) within 60-days of becoming aware of levels in its storm water exceeding the EPA Benchmarks and applicable water quality standards.

Based on CSPA's review of available documents, NCR was aware of high levels of these pollutants prior to November 23, 2007. Likewise, NCR has not filed any reports describing its noncompliance with the General Industrial Storm Water Permit in violation of Section C(11)(d). Lastly, the SWPPP and accompanying BMPs do not appear to have been altered as a result of the annual evaluation required by Section A(9). NCR has been in continuous violation of Receiving Water Limitation C(4)(a) and Sections C(11)(d) and A(9) of the General Industrial Storm Water Permit every day since November 23, 2007, and will continue to be in violation every day that it fails to prepare and submit the requisite reports, receives approval from the Regional Board and amends its SWPPP to include approved BMPs. NCR is subject to penalties for violations of the General Industrial Storm Water Permit and the Act occurring since March 17, 2005.

F. NCR Has Failed to File Timely, True and Correct Reports.

Section B(14) of the General Industrial Storm Water Permit requires dischargers to submit an Annual Report by July 1st of each year to the executive officer of the relevant Regional Board. The Annual Report must be signed and certified by an appropriate corporate officer. General Permit, Sections B(14), C(9), (10). Section A(9)(d) of the General Industrial Storm Water Permit requires the discharger to include in their annual report an evaluation of their storm water controls, including certifying compliance with the General Industrial Storm Water Permit. *See also* General Permit, Sections C(9) and (10) and B(14).

CSPA's investigation indicates that NCR has signed and submitted incomplete Annual Reports and purported to comply with the General Industrial Storm Water Permit

despite significant noncompliance at the Facility. For example, in its 2007-2008 Annual Report, NCR failed to report the monthly wet weather observations required by the General Permit for December, 2007 and January, 2008. CSPA notes that NCR explains this failure by stating in the 2007-2008 Annual Report that: "I have no observations of storm water discharges to report for the months of October-December, 2007, and January, 2008, since the facility was not covered under the permit until January, 2008."

However, this explanation does not square with reality. CSPA notes that George Scott, Jr. signed NCR's Notice of Intent to Comply with the terms of the General Industrial Storm Water Permit on November 23, 2007. Further, the copy of this document on file with the Regional Board is stamped with the date of December 10, 2007. Thus, the Facility was covered under the General Permit at least as early as December 10, 2007, and arguably as early as November 23, 2007. Accordingly, NCR's explanation is inadequate and its failure to conduct the required observations of monthly storm water discharges constitutes a separate and ongoing violation of the General Permit and the Act.

The Clean Water Act is a strict liability statute. As indicated above, NCR has failed to comply with the Permit and the Act consistently for at least the past five years; therefore, NCR has violated Sections A(9)(d), B(14) and C(9) & (10) of the Permit every time it submitted an incomplete or incorrect annual report that falsely certified compliance with the Act in the past years. NCR's failure to submit true and complete reports constitutes continuous and ongoing violations of the Permit and the Act. NCR is therefore subject to penalties for violations of Section (C) of the General Industrial Storm Water Permit and the Act occurring since November 23, 2007.

III. Persons Responsible for the Violations.

CSPA puts Chico Scrap Metal, Inc., NCR, Mr. George Scott, Sr. and Mr. George Scott, Jr. on notice that they are the persons responsible for the violations described above. If additional persons are subsequently identified as also being responsible for the violations set forth above, CSPA puts Chico Scrap Metal, Inc., NCR, Mr. George Scott, Sr. and Mr. George Scott, Jr. on notice that it intends to include those persons in this action.

IV. Name and Address of Noticing Party.

Our name, address and telephone number is as follows: California Sportfishing Protection Alliance, Bill Jennings, Executive Director; 3536 Rainier Avenue, Stockton, CA 95204; Phone: (209) 464-5067.

V. Counsel.

CSPA has retained legal counsel to represent it in this matter. Please direct all communications to:

Andrew L. Packard
Erik M. Roper
Law Offices of Andrew L. Packard
100 Petaluma Boulevard, Suite 301
Petaluma, CA 94952
Tel. (707) 763-7227
Fax. (707) 763-9227
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Erik@PackardLawOffices.com

And to:

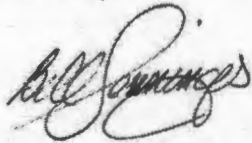
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VI. Penalties.

Pursuant to Section 309(d) of the Act (33 U.S.C. § 1319(d)) and the Adjustment of Civil Monetary Penalties for Inflation (40 C.F.R. § 19.4) each separate violation of the Act subjects Chico Scrap Metal, NCR, George Scott, Sr. and George Scott, Jr., to a penalty of up to \$32,500 per day per violation for all violations occurring after March 15, 2004, and \$37,500 per day per violation for all violations occurring after January 12, 2009, during the period commencing five years prior to the date of this Notice of Violations and Intent to File Suit. In addition to civil penalties, CSPA will seek injunctive relief preventing further violations of the Act pursuant to Sections 505(a) and (d) (33 U.S.C. § 1365(a) and (d)) and such other relief as permitted by law. Lastly, Section 505(d) of the Act (33 U.S.C. § 1365(d)), permits prevailing parties to recover costs and fees, including attorneys' fees.

CSPA believes this Notice of Violations and Intent to File Suit sufficiently states grounds for filing suit. We intend to file a citizen suit under Section 505(a) of the Act against Chico Scrap Metal, NCR and their agents for the above-referenced violations upon the expiration of the 60-day notice period. If you wish to pursue remedies in the absence of litigation, we suggest that you initiate those discussions within the next 20 days so that they may be completed before the end of the 60-day notice period. We do not intend to delay the filing of a complaint in federal court if discussions are continuing when that period ends.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Jennings", is written over a horizontal line.

Bill Jennings, Executive Director
California Sportfishing Protection Alliance

SERVICE LIST

Lisa Jackson, Administrator
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Jared Blumenfeld
Administrator, U.S. EPA – Region 9
75 Hawthorne Street
San Francisco, CA, 94105

Eric Holder
U.S. Attorney General
U.S. Department of Justice
950 Pennsylvania Avenue, N.W.
Washington, DC 20530-0001

Dorothy R. Rice, Executive Director
State Water Resources Control Board
1001 I Street Sacramento, CA 95814
P.O. Box 100
Sacramento, CA 95812-0100

Pamela Creedon, Executive Officer
Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive #200
Rancho Cordova, CA 95670-6114

ATTACHMENT A

**Notice of Intent to File Suit, NCR (Oroville, CA)
Significant Rain Events,* March 17, 2005-March 17, 2010**

Mar. 19 2005	Jan. 04 2006	May 20 2006	Oct. 01 2007
Mar. 20 2005	Jan. 03 2006	May 22 2006	Oct. 10 2007
Mar. 21 2005	Jan. 07 2006	Oct. 05 2006	Oct. 12 2007
Mar. 22 2005	Jan. 11 2006	Nov. 02 2006	Oct. 17 2007
Mar. 23 2005	Jan. 14 2006	Nov. 03 2006	Nov. 10 2007
Mar. 24 2005	Jan. 15 2006	Nov. 10 2006	Nov. 11 2007
Mar. 27 2005	Jan. 17 2006	Nov. 11 2006	Nov. 13 2007
Mar. 28 2005	Jan. 18 2006	Nov. 13 2006	Dec. 04 2007
Apr. 02 2005	Jan. 26 2006	Nov. 14 2006	Dec. 07 2007
Apr. 04 2005	Jan. 28 2006	Nov. 16 2006	Dec. 09 2007
Apr. 07 2005	Jan. 31 2006	Nov. 18 2006	Dec. 15 2007
Apr. 08 2005	Feb. 02 2006	Nov. 23 2006	Dec. 18 2007
Apr. 09 2005	Feb. 04 2006	Nov. 25 2006	Dec. 20 2007
Apr. 11 2005	Feb. 05 2006	Nov. 27 2006	Dec. 21 2007
Apr. 24 2005	Feb. 18 2006	Dec. 09 2006	Dec. 24 2007
May 05 2005	Feb. 27 2006	Dec. 10 2006	Dec. 25 2007
May 08 2005	Feb. 28 2006	Dec. 11 2006	Dec. 27 2007
May 09 2005	Mar. 01 2006	Dec. 12 2006	Dec. 28 2007
May 10 2005	Mar. 02 2006	Dec. 13 2006	Dec. 29 2007
May 18 2005	Mar. 03 2006	Jan. 01 2007	Dec. 30 2007
May 19 2005	Mar. 04 2006	Jan. 02 2007	Dec. 31 2007
Oct. 04 2005	Mar. 06 2006	Jan. 03 2007	Jan. 01 2008
Oct. 15 2005	Mar. 07 2006	Jan. 04 2007	Jan. 02 2008
Oct. 17 2005	Mar. 09 2006	Jan. 05 2007	Jan. 03 2008
Oct. 26 2005	Mar. 13 2006	Jan. 07 2007	Jan. 04 2008
Oct. 27 2005	Mar. 14 2006	Jan. 08 2007	Jan. 05 2008
Oct. 28 2005	Mar. 15 2006	Jan. 09 2007	Jan. 07 2008
Oct. 29 2005	Mar. 17 2006	Feb. 08 2007	Jan. 08 2008
Oct. 31 2005	Mar. 18 2006	Feb. 09 2007	Jan. 09 2008
Nov. 04 2005	Mar. 20 2006	Feb. 11 2007	Jan. 10 2008
Nov. 08 2005	Mar. 21 2006	Feb. 12 2007	Jan. 11 2008
Nov. 25 2005	Mar. 24 2006	Feb. 13 2007	Jan. 12 2008
Nov. 26 2005	Mar. 25 2006	Feb. 21 2007	Jan. 13 2008
Nov. 29 2005	Mar. 27 2006	Feb. 22 2007	Jan. 14 2008
Nov. 30 2005	Mar. 28 2006	Feb. 26 2007	Jan. 15 2008
Dec. 01 2005	Mar. 29 2006	Feb. 28 2007	Jan. 16 2008
Dec. 02 2005	Mar. 31 2006	Mar. 22 2007	Jan. 17 2008
Dec. 18 2005	Apr. 01 2006	Mar. 23 2007	Jan. 18 2008
Dec. 19 2005	Apr. 03 2006	Mar. 24 2007	Jan. 19 2008
Dec. 21 2005	Apr. 04 2006	Mar. 25 2007	Jan. 20 2008
Dec. 22 2005	Apr. 05 2006	Mar. 27 2007	Jan. 21 2008
Dec. 23 2005	Apr. 08 2006	Apr. 11 2007	Jan. 23 2008
Dec. 26 2005	Apr. 11 2006	Apr. 12 2007	Jan. 24 2008
Dec. 28 2005	Apr. 12 2006	Apr. 16 2007	Jan. 25 2008
Dec. 29 2005	Apr. 13 2006	Apr. 19 2007	Jan. 26 2008
Dec. 30 2005	Apr. 16 2006	Apr. 23 2007	Jan. 27 2008
Dec. 31 2005	Apr. 17 2006	May 02 2007	Jan. 28 2008
Jan. 02 2006	Apr. 22 2006	May 04 2007	Jan. 29 2008

* Dates gathered from publicly available rain and weather data collected at stations located near the Facility.

ATTACHMENT A

Notice of Intent to File Suit, NCR (Oroville, CA)
Significant Rain Events,* March 17, 2005-March 17, 2010

Jan.	30	2008	Oct.	06	2008	Mar.	23	2009	Jan.	20	2010
Jan.	31	2008	Oct.	31	2008	Mar.	31	2009	Jan.	21	2010
Feb.	02	2008	Nov.	03	2008	April	09	2009	Jan.	23	2010
Feb.	03	2008	Nov.	04	2008	May	05	2009	Jan.	24	2010
Feb.	04	2008	Nov.	10	2008	Nov.	11	2009	Jan.	25	2010
Feb.	05	2008	Dec.	15	2008	Nov.	18	2009	Jan.	26	2010
Feb.	06	2008	Dec.	22	2008	Nov.	21	2009	Jan.	27	2010
Feb.	07	2008	Dec.	24	2008	Nov.	22	2009	Jan.	28	2010
Feb.	08	2008	Dec.	25	2008	Nov.	23	2009	Jan.	29	2010
Feb.	09	2008	Jan.	01	2009	Nov.	25	2009	Jan.	30	2010
Feb.	11	2008	Jan.	02	2009	Nov.	26	2009	Jan.	31	2010
Feb.	12	2008	Jan.	03	2009	Nov.	29	2009	Feb.	02	2010
Feb.	13	2008	Jan.	04	2009	Nov.	30	2009	Feb.	03	2010
Feb.	14	2008	Jan.	05	2009	Dec.	03	2009	Feb.	04	2010
Feb.	15	2008	Jan.	10	2009	Dec.	04	2009	Feb.	05	2010
Feb.	16	2008	Jan.	11	2009	Dec.	05	2009	Feb.	06	2010
Feb.	17	2008	Jan.	12	2009	Dec.	07	2009	Feb.	07	2010
Feb.	18	2008	Jan.	13	2009	Dec.	09	2009	Feb.	08	2010
Feb.	19	2008	Jan.	17	2009	Dec.	10	2009	Feb.	09	2010
Feb.	20	2008	Jan.	18	2009	Dec.	12	2009	Feb.	11	2010
Feb.	21	2008	Jan.	19	2009	Dec.	14	2009	Feb.	12	2010
Feb.	23	2008	Jan.	20	2009	Dec.	15	2009	Feb.	13	2010
Feb.	27	2008	Jan.	28	2009	Dec.	21	2009	Feb.	14	2010
Feb.	28	2008	Feb.	06	2009	Dec.	22	2009	Feb.	15	2010
Feb.	29	2008	Feb.	07	2009	Dec.	24	2009	Feb.	16	2010
Mar.	01	2008	Feb.	08	2009	Dec.	25	2009	Feb.	17	2010
Mar.	02	2008	Feb.	09	2009	Dec.	27	2009	Feb.	18	2010
Mar.	03	2008	Feb.	11	2009	Dec.	28	2009	Feb.	19	2010
Mar.	04	2008	Feb.	12	2009	Dec.	29	2009	Feb.	20	2010
Mar.	05	2008	Feb.	13	2009	Dec.	30	2009	Feb.	21	2010
Mar.	06	2008	Feb.	14	2009	Dec.	31	2009	Feb.	23	2010
Mar.	07	2008	Feb.	15	2009	Jan.	01	2010	Feb.	27	2010
Mar.	08	2008	Feb.	16	2009	Jan.	02	2010	Feb.	28	2010
Mar.	09	2008	Feb.	17	2009	Jan.	03	2010	Mar.	01	2010
Mar.	10	2008	Feb.	18	2009	Jan.	04	2010	Mar.	02	2010
Mar.	11	2008	Feb.	23	2009	Jan.	05	2010	Mar.	03	2010
Mar.	12	2008	Feb.	24	2009	Jan.	07	2010	Mar.	04	2010
Mar.	13	2008	Feb.	26	2009	Jan.	08	2010	Mar.	05	2010
Mar.	15	2008	Mar.	01	2009	Jan.	09	2010	Mar.	06	2010
Mar.	16	2008	Mar.	02	2009	Jan.	10	2010	Mar.	07	2010
Mar.	17	2008	Mar.	03	2009	Jan.	11	2010	Mar.	08	2010
Mar.	21	2008	Mar.	04	2009	Jan.	12	2010	Mar.	09	2010
Mar.	22	2008	Mar.	07	2009	Jan.	13	2010	Mar.	10	2010
Mar.	23	2008	Mar.	08	2009	Jan.	14	2010	Mar.	11	2010
Mar.	24	2008	Mar.	13	2009	Jan.	15	2010	Mar.	12	2010
Mar.	25	2008	Mar.	15	2009	Jan.	16	2010	Mar.	13	2010
Mar.	27	2008	Mar.	17	2009	Jan.	17	2010			
Mar.	31	2008	Mar.	21	2009	Jan.	18	2010			
Apr.	23	2008	Mar.	22	2009	Jan.	19	2010			

* Dates gathered from publicly available rain and weather data collected at stations located near the Facility.

EXHIBIT C

**CHICO SCRAP METAL, INC. – NORCAL FACILITY
BEST MANAGEMENT PRACTICES SUMMARY**

Between 2007 and 2008, the Facility implemented and/or engaged in the following BMPs:

- Picked up debris daily;
- Engaged in daily observations of activity areas;
- Swept site daily for dirt and debris;
- Clean up spills and drips promptly with dry absorbents.
- Train new employees during first week of hiring;
- Inspect equipment daily for leaks and made repairs promptly;
- Created berms/curbs around the vehicle fluid draining area to prevent run-in and fluid run-off;
- Created an overhead roof over the vehicle fluid draining area to prevent rainfall contact with certain contaminants;
- Use catch basins, drip pans and containers when draining fluids;
- Keep fresh, dry absorbent container, broom and rags near the fluid draining area;
- Instruct employees in proper fluid handling and clean-up procedures;
- Cover engine storage with tarps and tied down the tarps;
- Place oil absorbent socks/booms around the engine storage area;
- Raised truck beds off paving area and onto pallets, skids or beams;
- Regularly inspect truck beds and engines for leaks;
- Installed concrete curb on side of engine storage to prevent storm water run-on;
- Clean up any stained dirt or gravel underneath engine piles and properly disposed of same;
- Engage in daily sweeping near scrap metal piles;
- Place waddles around scrap metal piles to capture any pollutants;
- Provided overhead roof, enclosed wall on three sides, and curb on fourth side of fuel tank;
- Add absorbent socks around fuel tank;
- Instruct employees not to leave pumping operation while pumping is in progress;
- Instruct employees to use automatic shutoff nozzle and to hang nozzle inside secondary containment or over a collection bucket;
- Provided container with lid of dry rags for clean up and container for soiled rags at fueling area;
- Store portable fuel area under roofed area when not in use;
- Remove all burned metal and plastic materials from workshop and properly disposed of same;
- Schedule annual refresher training for all employees regarding storm water management issues (including but not limited to: Facility operator's policies and goals, sources of potential pollution and pollutants, clean up

of debris, loose parts and trash daily, clean up of spills, drips and leaks as they happen, storage of hazardous or potentially polluting materials, using proper containers for handling oils, solvents and grease, and labeling of containers);

- Engage in a pre-rainy season inspection at storm water discharge points, storm drains, parking area, street drain, fluid draining areas, dismantling areas, storage areas, battery areas and engine storage areas; at this inspection, storage areas of oils and greases are inspected and any further action for cleanup is identified, all containers are checked for proper labeling, the site is inspected for debris and availability of spill control absorbents and tools are checked;
- Engage in observation at all discharge points and storm drains during first storm event of the season to identify areas that need cleanup and note the color, odor and clarity of the run-off;
- Visually inspect water entering the storm drain during one significant storm per month;
- Regularly look for non storm water and/or dry weather discharges;
- Store hazardous or potentially hazardous materials under permanent cover, on a paved surface, inside secondary containment, inside labeled containers and closed the containers when not in use;
- Hire recyclers with vacuum pump truck to empty hazardous and/or potentially hazardous containers and watch the recyclers while pumping to ensure they used clean procedures;
- Observe employees handling hazardous waste or potentially hazardous waste for proper procedures;
- Engage in scrap metal processing on concrete surface;
- Sweep scrap metal processing area frequently and before storm events;
- Store batteries on paved surface, raised from the ground and inside containment;
- Inspect battery storage daily;
- Place straw waddles along the south side of the unpaved storage area to decrease sediment and suspended solids and reduce erosion potential;
- Place hay bales and oil absorbent socks in drainage ditch before discharge point;
- Change oil absorbent socks annually or earlier if they turn dark grey, change hay bales and straw waddles annually or earlier if they start coming apart or appear dark from oil; and
- Add additional concrete paving to prevent ground contamination.

Between 2008 and 2010, the Facility implemented and/or engaged in the following BMPs, in addition to those implemented previously:

- Monitored and, if necessary, repaired concrete paved area;
- Constructed secondary containment and roof around waste oil tank;
- Removed piping from the bio-swale so as to ensure unimpeded flow of water; and

- Installed drain inlets and strengthened the interior walls of the bio-swale.

Between 2010 and 2012, the Facility implemented and/or engaged in the following BMPs, in addition to those implemented previously:

- With the exception of limited overflow in the northeast portion of the Facility, all operations take place in specific designated areas;
- No process liquids are generated or accepted at the Facility;
- Customers are not allowed to unload materials that may contain dirt or other types of un-permitted debris while unloading materials;
- Public is not permitted to sweep out their vehicles on the Facility;
- Before the Facility is locked up each day during storm water season, waddles are secured in the down gradient areas of the Facility;
- Equipment refueling occurs on the concrete and where the equipment sits; a portable tank with an electric pump is transported to the equipment. All equipment is away from the bio-swales and a spill kit is kept nearby;
- Lubing and equipment maintenance is performed only where the equipment sits and remains away from the bio-swales, or if larger repairs are necessary they are done either at the Durham yard shop or on concrete areas;
- The drums for used fluids/hazardous materials are housed in double containment, under roof in the immediate area;
- Untrained or unauthorized personnel are kept out of hazardous material or storage area;
- Vehicles are drained on imperious surface;
- Waddles and straw blankets are used where necessary as site conditions change;
- Some storage bins are socked and drums are stored in secondary containment,;
- Water used as dust control does not produce runoff from the Facility,
- Straw waddles used along access roads to prevent erosion of access roads and adjacent drainage channels;
- Access roads are graveled and graded to prevent erosion and trap sediment;
- Natural vegetation surrounding the storage and handling areas stabilizes slopes and prevents erosion;
- Regular inspections of areas susceptible to erosion are conducted and corrective action is taken if erosion is visible;
- The main storm drain system was upgraded to bio-swales as a filter system to trap sediments and pollutants; bio-swale controls storm water run off from approximately half of the area of the Facility;
- Runoff from stockpiles is directed to the storm bio-swales;
- A portion of the bio-swale was dug out to add depth;
- Waddles and natural vegetation inside and surrounding the bio-swale areas stabilizes slopes and prevents erosion;
- Bio-swales and discharge points are checked regularly to ensure they are

- not filled or clogged and are functioning properly;
- The bio-swales are seeded and lined with straw blankets before the onset of the next storm season;
- A sand filter was created at the western end of the bio-swale;
- For work that does not occur on a concrete pad or impervious surface, area is monitored for deterioration and waddles are installed as necessary;
- A trained employee monitors all deliveries/pickups, loading/unloading to ensure that correct procedures are followed;
- Main storm drain contains a filter system for sediments, hydrocarbons and pollutants;
- Equipment and vehicles are not washed at the Facility;
- Hoods are kept closed on salvage vehicles;
- The Facility's car processing area was upgraded by creating an impervious area on which processing occurs so that draining fluids do not touch the soil;
- Tin pile was raised from the ground so as to prevent tin from reaching the bio-swale;
- Concrete paved area was monitored and, if necessary, repaired; and
- Work product piles once located on the southern side of the Facility were moved to the northern side of the Facility so that base rock could be laid down on the southern end to help filter storm water.

In 2012 and 2013, the Facility implemented and/or engaged in the following BMPs, in addition to those implemented previously:

- Added more concrete to the area of the Facility where operations occur;
- The bio-swale was upgraded such that it is deeper at the eastern end and shallower at the western end (near the discharge point), promoting a reduction in velocity and settling of suspended solids. These features help prevent a discharge occurrence out of storm water sampling location 1 ("SWSL-1") or, in the alternative, in more significant or prolonged storm events, the storm water discharge is delayed for 24 hours or longer to allow for settling and filtration of the water before it discharges;
- A bio-swale was created near storm water sampling location 2 ("SWSL-2") and a sand filter and small retention area was also installed near the discharge point of SWSL-2;
- Older salvage vehicles on the Facility were removed;
- Walls were installed to separate the iron areas from the nonferrous areas which correspondingly permitted the implementation of new straw waddles and/or absorbent socks; and
- Concrete paved area was monitored and, if necessary, repaired.

In 2013 and 2014, the Facility implemented and/or engaged in the following BMPs, in addition to those implemented previously:

- Access drives were paved;

- Internal drainage was cut to varying elevations to reduce velocity and increase storm water residency time, permitting sediment to drop out of the water prior to a discharge;
- The bio-swale at the northern end of the Facility was upgraded such that a retention area was added prior to discharging from SWSL-1. This feature allows for sediment in the storm water to settle out of the water before discharging, if ever;
- The culvert connection/outfall pipe at SWSL-1 was replaced and upgraded so as to eliminate run-in from the roadside ditch outside the Facility thus preventing sediment build-up in the culvert;
- The sand filters and drainage areas at SWSL-1 are repaired before each storm water season and as necessary during the season;
- Three empty 10,000-gallon tanks were brought onto the Facility; storm water from the Facility is pumped into the tanks so as to prevent a discharge of storm water. Said storm water is released from the tanks onto the Facility during dry days and in the summer to control the dust at the Facility;
- Gravel and base-rock were added along the south side and north side of the Facility and acts as a filter when storm water comes into contact with the rock;
- SWSL-1 and SWSL-2 were moved to the interior of the Facility so that samples are taken inside the boundary lines of the Facility and the storm water samples are not commingled with other upgradient storm water;
- Structural and/or bay walls were installed to organize materials and to permit the implementation of straw waddles and/or absorbent socks around metal piles;
- Concrete paved area was monitored and, if necessary, repaired; and
- Berms and/or curbs were installed on the north end of the Facility so as to prevent storm water run-in.

In 2014 and 2015, the Facility implemented and/or engaged in the following BMPs, in addition to all other BMPs which had already been implemented:

- Employees instructed to properly maintain sand filters by removing and properly disposing of impacted sand and replacing it with new (clean) appropriately sized and graded sand;
- Work product stockpiles that have the potential of generating soil erosion or mobilizing soil during storm events are completely covered and will remain so covered during the storm season;
- One additional empty 10,000-gallon tank was brought onto the Facility (making four 10,000-gallon tanks in total) to further increase the amount of storm water that the Facility can pump into the tanks to prevent a discharge of storm water. Said storm water is released from the tanks onto the Facility during warm days and in the summer to control the dust at the Facility;
- The Facility's unpaved surface areas were filled in and evened out so as to

- reduce ponding and direct all storm water to one of the two bio-swales;
- The culvert connection between SWSL-1 and the roadside ditch was replaced;
- SWSL-2 was reconfigured and a new discharge location was identified. A new bio-swale was created in the southwestern portion of the Facility which is approximately 30 feet long. Storm water now travels to a cement drain inlet and is pumped into the tanks if a discharge appears to be imminent. If the tanks become too full and no additional storm water can be pumped into them, the storm water will travel through the newly constructed bioswale containing natural vegetation and rock filters before discharging;
- Additional gravel and baserock were added along the south side and north side of the Facility to act as a filter when storm water comes into contact with the rock. Now, approximately 75% of the Facility is covered with gravel (as opposed to 60% previously);
- Absorbent socks were placed along the concrete near SWSL-2 to collect oil and grease prior to storm water entering the drain inlet;
- Berms and/or curbs were installed on the south end of the Facility so as to prevent storm water run-in;
- Cement blocks were installed near the new discharge area of SWSL-1 to filter storm water should it discharge; and
- Addition of rumble strip in the divide between the concrete pad and the northern section of the yard, to reduce track-out.
- Added three 10,000-gallon tanks on the north side of the Facility to further increase the amount of storm water that the Facility can pump into the tanks to prevent a discharge of storm water. Added one 10,000-gallon tank on the south side of the Facility to further increase the amount of storm water that the facility can pump into the tanks to prevent a discharge of storm water. Said storm water is released from the tanks onto the Facility during warm days and in the summer to control the dust at the Facility;
- Repaired concrete patch behind Facility office to prevent potential soil erosion issues near SWSL1;
- Installed berm behind Facility office area in an attempt to capture storm water containing metals before it enters SWSL1 bio-swale;
- Repaired concrete patch in front of iron pile;
- Installed berm in front of iron pile in an attempt to capture pollutants;
- Added gravel and base-rock to car-processing area on north side of Facility and will act as a filter when storm water comes into contact with the rock;
- Added gravel and base-rock to the northern side of SWSL1 bio-swale and will act as a filter when storm water comes into contact with the rock, prior to entering the SWSL1 bio-swale;
- Added gravel and base-rock to southern end of Facility near iron pile and will act as a filter when storm water comes into contact with the rock;
- Repaired pipe at SWSL2 outfall in order to make it bigger so as to allow more storm water to exit Facility at SWSL2 discharge point.

In 2016 and 2017, the Facility implemented and/or engaged in the following BMPs, in addition to all other BMPs which had already been implemented:

- Added one 10,000 gallon water storage tank for storm water collection, storage, and eventual re-use.

EXHIBIT D

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9 Attorneys for Plaintiff
10 CALIFORNIA SPORTFISHING
11 PROTECTION ALLIANCE

12 UNITED STATES DISTRICT COURT
13 EASTERN DISTRICT OF CALIFORNIA

14 CALIFORNIA SPORTFISHING
15 PROTECTION ALLIANCE,

16 Plaintiff,

17 vs.

18 CHICO SCRAP METAL, INC. a California
19 corporation, GEORGE SCOTT, SR., an
20 individual, and GEORGE SCOTT,
21 SR.REVOCABLE INTER VIVOS TRUST,

22 Defendants.

Case No. 2:10-cv-01207-TLN

JOINT NOTICE OF SETTLEMENT

23 TO THE CLERK OF THE COURT, ANY INTERESTED PARTIES, AND/OR THEIR
24 ATTORNEYS OF RECORD:

25 PLEASE TAKE NOTICE that plaintiff California Sportfishing Protection Alliance ("CSPA"
26 or "Plaintiff") and Defendants Chico Scrap Metal, Inc. ("CSM"), George Scott, Sr. (Mr. Scott"), and
27 the George Scott, Sr. Revocable Inter Vivos Trust (the "Trust") (collectively "Defendants"), in the
28 above captioned case, by and through their counsel, have reached a settlement, which has been
documented in a written settlement agreement ("Settlement Agreement") and signed by all parties.

This settlement is expressly conditioned on agency review as set forth in Paragraph 2 and 3
of the Settlement Agreement. CSPA contends that such agency review is statutorily required under
33 U.S.C. section 1365(c)(3); Defendants contend that agency review is not required. Within five (5)

1 calendar days of the Effective Date, CSPA shall notify the United States Department of Justice of
2 the terms of settlement, including a copy of the fully executed Settlement Agreement, with a copy of
3 such correspondence to counsel for Defendants. Upon the expiration of the 45-day review period,
4 and provided that the agency does not notify CSPA of agency disapproval of the Settlement
5 Agreement within that period, the terms of Settlement Agreement will be deemed by the parties to
6 be approved.

7 The 45-day regulatory review period will expire on or about March 24, 2018. In the event of
8 agency objections to the Settlement Agreement, the parties have agreed, pursuant to Paragraph 3 of
9 the Settlement Agreement, to use their best efforts to work together in good faith to modify the
10 Settlement Agreement within 30 days so that it is acceptable to the DOJ and the Court. If the parties
11 are unable to modify the Settlement Agreement in a mutually acceptable manner, the Settlement
12 Agreement shall become null and void. The parties therefore request that the Court set April 24,
13 2018 as the deadline for the filing of a stipulation for dismissal with prejudice of all remaining
14 causes of action, or, in the alternative, a joint notice that the Settlement Agreement is null and void.

15
16 Dated: February __, 2018

LAW OFFICES OF ANDREW L. PACKARD
By: /s/ Andrew L. Packard
Andrew L. Packard
Attorneys for Plaintiff

17
18
19 Dated: February __, 2018

CANNATA O'TOOLE FICKES ALMAZAN
By: /s/ Therese Y. Cannata
Therese Y. Cannata
Attorneys for Defendants

20
21
22 **ATTESTATION FOR E-FILEING**

23 I hereby attest pursuant to Civil L.R. 5-1(i)(3) that I have obtained concurrence in the filing of
24 this document from the other Signatory prior to filing.

25 Dated: February __, 2018

By: /s/ Andrew L. Packard

EXHIBIT E

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9 Attorneys for Plaintiff
10 CALIFORNIA SPORTFISHING
11 PROTECTION ALLIANCE

12 UNITED STATES DISTRICT COURT
13 EASTERN DISTRICT OF CALIFORNIA

14 CALIFORNIA SPORTFISHING
15 PROTECTION ALLIANCE,

16 Plaintiff,

17 vs.

18 CHICO SCRAP METAL, INC. a California
19 corporation, GEORGE SCOTT, SR., an
20 individual, and GEORGE SCOTT,
21 SR.REVOCABLE INTER VIVOS TRUST,

22 Defendants.

Case No. 2:10-cv-01207-TLN

STIPULATION TO DISMISS
PLAINTIFF'S CLAIMS WITH
PREJUDICE; [PROPOSED] ORDER
GRANTING DISMISSAL WITH
PREJUDICE [FRCP 41(a)(2)]

23 Plaintiff California Sportfishing Protection Alliance ("CSPA") and Defendants Chico Scrap
24 Metal, Inc., George Scott, Sr., as an individual, and the George Scott, Sr. Revocable Inter Vivos
25 Trust in the above-captioned action, stipulate as follows:

26 WHEREAS, CSPA and Defendants, through their authorized representatives have settled the
27 case and a copy of the Settlement Agreement ("Settlement Agreement") entered into by and between
28 CSPA and Defendants is attached hereto as **Exhibit A**;

WHEREAS, CSPA has submitted the Settlement Agreement via certified mail, return receipt
requested, to the U.S. Department of Justice ("DOJ") and the DOJ has now filed their "Non-
Opposition to Consent Judgment," or the 45-day review period has expired without comment by the
DOJ.

NOW THEREFORE, IT IS HEREBY STIPULATED and agreed to by and between the

1 Parties that CSPA's claims, as set forth in its CWA 60-Day Notice Letters and Complaint, be
2 dismissed with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2). The Parties
3 respectfully request an order from this Court dismissing such claims with prejudice.

4 The Parties further request that this Court retain jurisdiction over the Parties and in
5 accordance with the terms of the Settlement Agreement, including paragraphs 10 and 16.

6
7 Dated: _____, 2018

Respectfully submitted,

8
9 LAW OFFICES OF ANDREW L. PACKARD

By: /s/ Andrew L. Packard

10 Andrew L. Packard

Attorneys for Plaintiff

11 Dated: _____, 2018

CANNATA O'TOOLE FICKES ALMAZAN

By: /s/ Therese Y. Cannata

12 Therese Y. Cannata

13 Attorneys for Defendants

14 **ATTESTATION FOR E-FILING**

15 I hereby attest pursuant to Civil L.R. 5-1(i)(3) that I have obtained concurrence in the filing of
16 this document from the other Signatory prior to filing.

17 Dated: _____, 2018

By: /s/ Andrew L. Packard

1 **[PROPOSED] ORDER**

2 Good cause appearing, and the Parties having stipulated and agreed,

3 IT IS HEREBY ORDERED that Plaintiff CALIFORNIA SPORTFISHING PROTECTION
4 ALLIANCE ("CSPA") claims against Defendants CHICO SCRAP METAL, INC., GEORGE
5 SCOTT, SR., and the GEORGE SCOTT, SR. REVOCABLE INTER VIVOS TRUST, as set forth in
6 CSPA's CWA 60-Day Notice Letters and Third Amended Complaint, are hereby dismissed with
7 prejudice, each side to bear their own attorney fees and costs, except as provided for by the terms of
8 the accompanying Settlement Agreement.

9 IT IS FURTHER ORDERED that the Court shall retain and have jurisdiction over the Parties
10 with respect to any disputes arising under the Settlement Agreement and in accordance with the
11 terms of the Settlement Agreement, including paragraphs 10 and 16.

12 IT IS SO ORDERED.

13 Dated: _____

14 _____
15 HON. TROY L. NUNLEY
16 UNITED STATES DISTRICT COURT JUDGE
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18
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27
28

EXHIBIT F

1 THERESE Y CANNATA (SBN 88032)
KIMBERLY ALMAZAN (SBN 288605)
2 CANNATA, O'TOOLE, FICKES & ALMAZAN LLP
100 Pine Street, Suite 350
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5 Attorneys for Defendants Chico Scrap Metal, Inc.,
George Scott, Sr., as an individual, and
6 the George Scott, Sr. Revocable Inter Vivos Trust

7
8 **UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**

10 CALIFORNIA SPORTFISHING
11 PROTECTION ALLIANCE,

12 Plaintiff,

13 vs.

14 CHICO SCRAP METAL, INC. a California
15 corporation, GEORGE SCOTT, SR., an
individual, and GEORGE SCOTT,
16 SR.REVOCABLE INTER VIVOS TRUST,

17 Defendants.

Case No. 2:10-cv-01207-TLN

**STIPULATION FOR TERMINATION OF
JURISDICTION OF COURT;
(PROPOSED) ORDER TERMINATING
JURISDICTION OF COURT**

18
19 Plaintiff California Sportfishing Protection Alliance ("CSPA") and Defendants Chico Scrap
20 Metal, Inc., George Scott, Sr., as an individual, and the George Scott, Sr. Revocable Inter Vivos
21 Trust in the above-captioned action, stipulate as follows:

22 Whereas, CSPA and Defendants, through their respective authorized representatives have
23 settled the case, and documented in a written agreement ("Settlement Agreement"), which is on file
24 with this Court. (Docket No. ____.)

25 Whereas, pursuant to the Settlement Agreement, this Court retained jurisdiction until March
26 1, 2020 to ensure that all terms of settlement have been performed.

27 Whereas, CSPA and Defendants agree that the jurisdiction of the Court should now be
28 terminated in accordance with the provisions of the Settlement Agreement.

Respectfully submitted,

Dated: _____

LAW OFFICES OF ANDREW L. PACKARD

By: /s/ Andrew L. Packard _____

Andrew L. Packard

Attorneys for Plaintiff

Dated: _____

CANNATA O'TOOLE FICKES ALMAZAN

By: /s/ Therese Y. Cannata _____

Therese Y. Cannata

Attorneys for Defendants

ATTESTATION FOR E-FILING

I hereby attest pursuant to Civil L.R. 5-1(i)(3) that I have obtained concurrence in the filing of this document from the other Signatory prior to filing.

Dated: _____

By: /s/ Therese Y. Cannata

[PROPOSED] ORDER

Good cause appearing, and the Parties having stipulated and agreed,

IT IS HEREBY ORDERED that this Court's continued jurisdiction over the Parties is hereby terminated in accordance with the provisions of the Settlement Agreement.

IT IS SO ORDERED.

Dated: _____

HON. TROY L. NUNLEY
UNITED STATES DISTRICT COURT JUDGE